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Board of Supervisors

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

September 18, 2012

30 September 18, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO APPROVE A SOLE SOURCE CONTRACT WITH K-STEP
MONTESSORI, INC., TO PROVIDE CHILD CARE OPERATOR SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) is seeking approval of a new five-year contract with K-Step Montessori, Inc. (K-Step) to operate three child care centers at DPSS' El Monte-Annex, El Monte-Telstar, and Crossroads campuses (Centers). This contract will provide accessible child care services to County employees and CalWORKs families.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS or her designee to execute a non-financial contract in substantially similar form as Enclosure I, with K-Step to operate three DPSS' child care centers (El Monte-Annex, El Monte-Telstar and Crossroads). This contract will be effective October 1, 2012 or the day after execution, whichever is later through September 30, 2017.
2. Delegate authority to the Director of DPSS or her designee, to prepare and execute amendments to the contract with K-Step when a change is necessitated by changes in certain terms and conditions as required by the Board of Supervisors or Chief Executive Officer (CEO). County Counsel approval will be obtained prior to execution of such amendments, and the Director of DPSS or her designee will notify the Board and the CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow K-Step to continue to provide quality, on-site child care services to children of County employees and CalWORKs families at the following three sites:

- El Monte-Annex Child Care Center (El Monte-Annex)
3400 Aerojet Avenue, El Monte, California 91731
- El Monte-Telstar Child Care Center (El Monte-Telstar)
9320 Telstar Avenue, El Monte, California 91731
- Crossroads Child Care Center (Crossroads)
12900 Crossroads Parkway South, City of Industry, California 91746

The recommended action will permit uninterrupted child care services to County employees, CalWORKs families, and if space is available, community children. In addition, these recommendations will have a significant positive impact on the County by: (1) Ensuring that children enrolled at the El Monte-Annex, El Monte-Telstar, and Crossroads Child Care Centers are not displaced; (2) Ensuring that quality on-site child care remains available so that children of County employees housed at these facilities, CalWORKs families and community children may continue to have child care readily accessible; and (3) Increasing quality child care opportunities for the community.

K-Step has operated quality child care centers at DPSS facilities since 2003. K-Step opened the El Monte-Annex Child Care Center in December 2003. El Monte-Annex provides child care services to children of employees from the Board of Supervisors, DPSS, Department of Public Health (DPH), and CalWORKs families. It has the capacity to accommodate up to 47 children (10 infants and 37 preschoolers). Enrollment at the El Monte-Annex center is near capacity level year round.

K-Step has operated the El Monte-Telstar Child Care Center since January 2005. El Monte-Telstar has the capacity to accommodate up to 97 children (15 infants, 62 preschoolers, and 20 school age children). It provides child care services to children of employees from the Board of Supervisors, DPSS, DPH, the Department of Children and Family Services (DCFS), and CalWORKs families.

K-Step has operated the child care center at Crossroads, since December 26, 2006. Crossroads has the capacity to accommodate 69 children (12 infants, and 57 preschoolers). It provides child care services to children of DPSS and CalWORKs families.

As a result of low enrollment and to ensure fiscal viability of the El Monte-Telstar and Crossroads Centers, in June 2010, K-Step was permitted to enroll community children at these locations. K-Step reimburses DPSS for the space costs associated with community children.

K-Step currently receives funding from the Los Angeles Universal Preschool (LAUP) for all three Centers. LAUP is a program for four-year-old children that does not consider parents' financial eligibility. As such, almost all four-year-old children at all three locations are eligible for this program. In addition, parents who require extended child care services beyond the LAUP timeframe receive those services at a reduced rate. Approval of this contract with K-Step will allow continued LAUP funding and services at these Centers since LAUP funding is tied to both the contracted operator and the Centers.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of Countywide Strategic Plan Goal #1 Operational Effectiveness: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public service.

FISCAL IMPACT/FINANCING

This is a non-financial agreement. Parents in need of child care, not the County, pay for the child care services. However, there is a cost associated with the County providing equipment and supplies of up to \$10,000 per site for a total not to exceed \$30,000 per fiscal year, at an estimated net County cost of \$2,700.

In June 2010, the current contracts with K-Step were amended to allow K-Step to enroll community children at the El Monte-Telstar and Crossroads Child Care Centers if child care slots are available. K-Step reimburses the County for the space costs associated with community children. Currently, State claiming rules limit the reimbursement of DPSS child care center expenditures to costs incurred for children of CalWORKs families and children of County employees. In light of this claiming rule, K-Step is agreeable to continue to reimburse DPSS the calculated space costs per child, per month, for community children who would otherwise be ineligible to utilize these child care sites, to fill vacant child care slots.

Filling vacant child care slots ensures that the Centers remain financially viable. Enrollment at these child care sites has increased substantially since the child care centers began enrolling community children. Priority is still given to children of County employees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended actions will allow the Director of DPSS or her designee, to enter into a contract with K-Step for five years. This contract will be effective October 1, 2012 or the day after execution, whichever is later through September 30, 2017. Approval of the new contract will consolidate the two existing contracts with K-Step; therefore, the two existing contracts will terminate effective upon the execution of the new contract.

This contract is a non-financial agreement and not subject to Prop A contract requirements, and thus, is exempt from the Living Wage Ordinance.

County Counsel has reviewed this Board letter and the sample contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

Currently, there are two separate contracts with K-Step to operate the three child care centers. The El Monte-Annex and El Monte-Telstar Child Care Center Operator services contract will expire on September 30, 2012. The Crossroads Child Care Center Operator services contract will expire on November 30, 2012. Approval of the recommended action will replace the existing two contracts with one contract for all three Centers.

This contract was negotiated as a sole source contract (Enclosure II) as it is in the best interest of

the County to have this contractor operate the Centers. Two unique circumstances warrant that these contracts be sole source: 1) the operator receives LAUP funding at all three Child Care Centers; and 2) the two El Monte Child Care Centers are accredited by the National Association for the Education of Young Children (NAEYC). Both LAUP funding and NAEYC accreditation are linked to both the operator and the Center.

If another operator were to assume responsibility for the Centers, the new operator would independently have to apply for LAUP funding with no guarantees that funding would be available. Currently four-year-old children at all three Centers are eligible under LAUP, and parents who require extended child care services beyond the LAUP timeframe receive those services at a reduced rate.

NAEYC is the largest nonprofit professional association in the United States, representing early childhood education and dedicated to improving the well-being of all young children. NAEYC sets and monitors standards for high-quality programs and accredits programs meeting these standards. The accreditation process can take 18 to 24 months to achieve, provided that the operator has satisfied all NAEYC requirements.

LAUP funding and the NAEYC accreditation are not transferable to another operator of the Centers. It is in the County's best interest to continue to contract with K-Step to operate the three child care centers in order to maintain the LAUP funding and NAEYC accreditation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

The Honorable Board of Supervisors

9/18/2012

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Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:mag

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

K-STEP MONTESSORI, INC.

FOR

CHILD CARE CENTER OPERATOR SERVICES

Prepared By
County of Los Angeles
Department of Public Social Services
Bureau of Administrative Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746
(562) 908-3001

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Q	SPACE COST WORKSHEET

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
K-STEP MONTESSORI, INC.
FOR
CHILD CARE CENTER OPERATOR SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2012 by and between the County of Los Angeles, hereinafter referred to as COUNTY and K-Step Montessori, Inc., hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, the COUNTY has a need for CONTRACTOR to operate child care centers in its offices for the purpose of providing child care services to children of COUNTY employees, CalWORKs families, and from the community; and

WHEREAS, the CONTRACTOR is qualified and has the experience and expertise to provide child care services; and

WHEREAS, COUNTY shall have no obligation to pay CONTRACTOR for any services provided under this Contract; and

WHEREAS, this Contract is authorized by California Government Code Section 23004.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

Exhibits:

- 1.1 EXHIBIT A Statement of Work and Technical Exhibits
- 1.2 EXHIBIT B County's Administration
- 1.3 EXHIBIT C Contractor's Administration
- 1.4 EXHIBIT D Contractor Acknowledgement and Confidentiality Agreement

- 1.5 EXHIBIT E Contractor's Nondiscrimination in Services Certification
- 1.6 EXHIBIT F Civil Rights Complaint Form PA 607
- 1.7 EXHIBIT G Jury Service Ordinance
- 1.8 EXHIBIT H Certification of No Conflict of Interest
- 1.9 EXHIBIT I Contractor's EEO Certification
- 1.10 EXHIBIT J Internal Revenue Service Notice No. 1015
- 1.11 EXHIBIT K Safely Surrendered Baby Law Fact Sheet
- 1.12 EXHIBIT L Contractor's Charitable Activities Compliance
- 1.13 EXHIBIT M User-Parent Fee Schedule For El Monte-Annex and El Monte-Telstar Child Care Centers and Crossroads Child Care Center
- 1.14 EXHIBIT N CDSS, CCLD Facility Licenses For Infant, Preschool and School Age Center at Annex Montessori Child Care Center
- 1.15 EXHIBIT O CDSS, CCLD Facility Licenses For Infant, Preschool and School Age Center at Telstar Montessori Child Care Center
- 1.16 EXHIBIT P CDSS, CCLD Facility Licenses For Infant, Preschool and School Age Center at Crossroads Montessori Child Care Center
- 1.17 EXHIBIT Q Space Cost Worksheet

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-section 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.

- 2.2 **California Department of Social Services (CDSS):** The California governmental agency which oversees licensing for this contract.
- 2.3 **Community Care Licensing Division (CCLD):** The section within CDSS which licenses the child care centers in the State of California.
- 2.4 **Community Child:** A child who is a member of the public and not a child of a County employee or CalWORKs participant.
- 2.5 **Contract:** This Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.6 **Contractor:** K-Step Montessori, Inc.
- 2.7 **Contractor Director:** The individual designated by the CONTRACTOR to be the overall manager of the three Child Care Centers.
- 2.8 **Contractor Hearing Board:** The County Board which adjudicates evidentiary hearings on the malfeasance of Contractor when the contracting COUNTY Department moves to debar the Contractor from retaining a current Contract of bidding on future contracts.
- 2.9 **Contractor Project Manager:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award and designated to receive official notices on behalf of the CONTRACTOR.
- 2.10 **County Contract Administrator (CCA):** Person designated by County's Project Director to manage the operations under this Contract.
- 2.11 **County Contract Program Monitor (CPM):** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.12 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator.
- 2.13 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.14 **Department of Public Social Services (DPSS):** County Department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.
- 2.15 **DPSS Director:** The Director of the County of Los Angeles DPSS or his/her Authorized Representative.

- 2.16 **Enrolled Child:** A child registered at the Center who receives either full-time care or part-time care.
- 2.17 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.18 **Full-time Care:** For the purposes of the Contact, full-time care is:
- a) Six hours or more per day, or
 - b) 30 hours or more per week, or
 - c) 126 hours or more per calendar month, based on a 21-day month
- 2.19 **Material Changes:** Scope of work, contract sum, payments, or any term or condition included under this Contract.
- 2.20 **Part-time Care:** For the purposes of the Contract, part-time care is:
- a) less than 6 hours per day, or
 - b) less than 30 hours per week, or
 - c) less than 126 hours per calendar month, based on a 21-day month
- 2.21 **Pro-rated Full-time Community Child:** A community child who started at the Center on a date other than the first business day of the month and received full-time care in the same service month or a community child who received full-time care and whose last day at the Center was before the last business day of that service month.
- 2.22 **Pro-rated Part-time Community Child:** A community child who started at the Center on a date other than the first business day of the month and received part-time care in the same service month or a community child who received part-time care and whose last day at the Center was before the last business day of that service month.
- 2.23 **Replenishable Items:** School and office supplies and other items that are replaceable or re-stockable used only for instructional/learning purposes (i.e., glue, crayons, paints, pencils, etc.)
- 2.24 **Teachers:** Individual who educate and care for children. They explain reading, writing, science, and other subjects in a way that young children can understand.
- 2.25 **Type A Violation Report:** A written citation from CDSS CCLD, which is provided to the licensed child care facility, after a Licensing Program Analyst made an unannounced visit, that informs the facility of its Type A violation/s and the need for immediate correction.
- 2.26 **Type B Violation Report:** A written citation from CDSS CCLD, which is provided to the licensed child care facility, after a Licensing Program Analyst (LPA) made an unannounced visit, that informs the facility of its Type B violation/s and the need for correction (plan of correction could be

up to 30 days). A written citation may or may not be issued at the LPA's discretion, if corrected during the field visit.

3.0 WORK

- 3.1 CONTRACTOR shall provide child care services for children enrolled at the following three (3) sites:

Crossroads Montessori Child Care Center (Crossroads)
12900 Crossroads Parkway South, City of Industry, California 91746

El Monte-Annex Montessori Child Care Center (El Monte-Annex)
3400 Aerojet Avenue, El Monte, California 91731

El Monte-Telstar Montessori Child Care Center (El Monte-Telstar)
9320 Telstar Avenue, El Monte, California 91731

- 3.2 CCLD determined that the maximum child capacity at each site is as follows:

Crossroads = Maximum 69 children
El Monte-Annex = Maximum 47 children
El Monte-Telstar = Maximum 97 children

4.0 TERM OF CONTRACT

- 4.1 This Contract is effective October 1, 2012, or the date of its execution by the Department of Public Social Services (DPSS) Director or designee, as authorized by the Board of Supervisors, whichever is later, and shall continue through September 30, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 Contractor Alert Reporting Database

COUNTY maintains databases that track/monitor contract performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY at the address herein provided in Exhibit B - County's Administration.

5.0 FISCAL PROVISIONS

- 5.1 COUNTY shall have no obligation to pay CONTRACTOR for any services provided under this Contract.

5.2 CONTRACTOR shall reimburse COUNTY for child care slots utilized by community children, as set forth in Exhibit Q, Space Cost Worksheet. The cost per child care slot will be based on the most current space cost at the time of invoicing by COUNTY, per community child enrolled at the El Monte-Annex, El Monte-Telstar, and Crossroads Montessori Child Care Centers.

5.3 Invoicing

5.3.1 COUNTY shall invoice CONTRACTOR monthly for the amount of space cost per child care slot utilized by an enrolled community child, as agreed to by and between the CONTRACTOR and COUNTY.

5.3.2 COUNTY shall send monthly invoices to CONTRACTOR by the 37th calendar day following month of service to the Contractor's person listed to receive notices on Exhibit C, Contractor's Administration. If the 37th calendar day falls on a weekend or a holiday, COUNTY may send the invoice to CONTRACTOR on the next business day following the weekend or the holiday.

5.3.3 COUNTY shall pro-rate the space cost if a community child enters the Center on a date other than the first business day of the month or leaves before the last business day of the month and CONTRACTOR shall only be required to pay the appropriate pro-rated space cost for that service month.

5.3.4 CONTRACTOR shall reimburse COUNTY the full amount of total invoice on or before the payment due date. Payment due date is thirty (30) calendar days from the invoice date. All payments shall be made out to "Department of Public Social Services" or "DPSS".

5.3.5 CONTRACTOR shall send payment with a remittance slip to:

Department of Public Social Services
Fiscal Management Branch
3435 Wilshire Blvd., Suite 2610
Los Angeles, California 90010
Attention: Central Cashier

5.3.6 COUNTY shall issue and mail a departmental receipt to the CONTRACTOR upon receipt of payment from the CONTRACTOR.

5.3.7 CONTRACTOR shall pay a \$15.00 late fee if payment is received after the payment due date.

5.3.8 CONTRACTOR shall pay a \$33.00 fee for returned non-sufficient fund (NSF) checks.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY'S Administration referenced in the following sub-sections is designated in Exhibit B - County's Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes, which do not materially affect the scope of work such as preparing and signing a Change Notice; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S CONTRACT ADMINISTRATOR (CCA)

The responsibilities of the CCA include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.
- Overseeing the day-to-day administration of this Contract

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY'S CONTRACT PROGRAM MONITOR (CPM)

The County's CPM is responsible for monitoring all tasks, deliverables, goods, services or other work provided by or on behalf of CONTRACTOR. The CPM reports to the CCA.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit C, Contractor's Administration. The CONTRACTOR shall notify the

COUNTY in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA and County's CPM on a regular basis.

7.2 CONTRACTOR'S DIRECTOR

CONTRACTOR shall provide a Director who shall be the overall manager of the three Child Care Centers.

7.3 APPROVAL OF CONTRACTOR'S STAFF

COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR'S staff performing work hereunder and any proposed changes in the CONTRACTOR'S staff, including, but not limited to, the Contractor's Project Manager.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

CONTRACTOR shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 CRIMINAL CLEARANCES

7.5.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, in independent Contractors, volunteers or subcontractors who come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each person.

7.5.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

7.5.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, including but not limited to the offenses specified in Health and Safety Code Section 11590 (person required to register as controlled substance offenders) and those crimes listed in the Penal Code (hereinafter "PC") which involves murder, rape, kidnap,

abduction, assault and lewd and lascivious acts. Including but not limited to the PC sections listed below:

<u>Section</u>	<u>Title</u>
261.5	Unlawful sexual intercourse with a minor;
272	Causing, encouraging or contributing to delinquency of person under age 18;
273a	Great bodily harm or death to child; endangerment of person or health;
273ab	Assault resulting in death of child under eight (8) years of age;
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition;
273g	Degrading, immoral or vicious practices in the presence of children;
286	Sodomy;
288	Lewd or lascivious acts upon the body of a child under age 14;
288a	Oral copulation;
314	Indecent exposure;
647 (a) & (d)	Disorderly conduct relating to lewd/behavior/prostitution.

7.6 CONFIDENTIALITY

- 7.6.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-section 7.6 shall be conducted by Contractor and

performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare and Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

7.6.5 CONTRACTOR shall sign and adhere to the provisions of Exhibit D, Contractor Acknowledgment and Confidentiality Agreement.

8.0 TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any material change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by Department of Public Social Services Department Head or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by

Department of Public Social Services Department Head or his/her designee.

- 8.1.3 The Department of Public Social Services Department Head or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by Department of Public Social Services Department Head or his/her designee.
- 8.1.4 For any change, which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Director.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason

whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.4 CHILD/ELDER ABUSE/FRAUD REPORTING

- 8.4.1 CONTRACTOR staff working on this Contract shall comply with California PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.
- 8.4.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours of suspicion of instances of child abuse.
- 8.4.3 CONTRACTOR staff working on this Contract shall comply with California Welfare and Institutions Code (W&IC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.
- 8.4.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior services hotline at (800) 992-1660 within one (1) business day from the date CONTRACTOR became aware of the suspected instance of elder abuse.
- 8.4.5 CONTRACTOR staff working on this Contract shall also immediately report all suspected fraud situations to COUNTY within

three (3) business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

8.5 COMPLAINTS

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within five (5) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR'S policy for receiving, investigating and responding to client complaints.

8.5.2 COUNTY will review CONTRACTOR'S policy within thirty (30) days and provide CONTRACTOR with approval of said plan or with requested changes within the thirty (30) day period.

8.5.3 If COUNTY requests changes in CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

8.5.4 If, at any time, CONTRACTOR wishes to change its policy, CONTRACTOR shall submit proposed changes to COUNTY for approval thirty (30) days before implementation.

8.5.5 CONTRACTOR shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the CCA within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. These shall include, but are not limited to:

- a) All County Letter 97-73, dated 10/29/97 re: CalWORKs Implementation – Child Care

- b) All County Letter 98-08, dated 02/18/98 re: Child Care Providers Exempt from Health and Safety Self-Certification Requirements and Trustline Exemptions
- c) California Department of Social Services (CDSS) Regulations Division 22-000, (In Entirety) re: Appeals and State Hearings
- d) All County Letter Information Notice I-86-80, dated 03/13/81 re: Addresses on NA Backs
- e) All County Letter 84-01, dated 01/03/84 re: King v. McMahon
- f) All County Information I-139-79, dated 12/12/79 re: Change in Time Period of Appeal Affecting Publications
- g) All County Information Notice I-47-77, dated 05/31/77 re: Translated Fair Hearing Decisions
- h) All County Letter 74-114, dated 06/24/74 re: Implementation of Fair Hearing Decision Where Hearing Requested By County
- i) CDSS Regulations Division 22-000, dated 07/01/83 re: Notice of Action Timeliness Guidelines
- j) All County Letter 98-46, dated 07/01/98 re: CalWORKs Child Care Regulations
- k) All County Letter 98-52, dated 07/09/98 re: Regulations: Trustline and Health and Safety
- l) All County Letter 99-63, dated 09-07-99 re: CalWORKs Stage One Child Care Program
- m) Social Security Act
- n) State Energy and Efficiency Plan (Title 24, California Administrative Code)
- o) Clean Air Act [Section 306, 42 USC 1857 (h)]
- p) Clean Water Act (Section 508, 33 USC 1368)
- q) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
- r) All current applicable Health & Safety, Trustline directives released by CDSS
- s) California Welfare & Institutions Code
- t) CDSS Manual of Policies and Procedures
- u) California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA)

8.6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this subsection 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.7.1 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall sign and adhere to Exhibit E, Contractor's Nondiscrimination In Services Certification.

8.7.2 CONTRACTOR shall provide Exhibit F, Civil Rights Complaint Form (PA 607) to COUNTY and CalWORKs clients for reporting civil rights complaints.

8.7.3 All civil rights complaints shall be sent directly to:
County of Los Angeles
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746-3411
Attention: Civil Rights Section

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

CONTRACTOR is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under this Contract, Subcontractor

shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate, to COUNTY'S satisfaction, that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

8.8.2.4 CONTRACTOR'S violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work. CONTRACTOR shall sign and submit to COUNTY Exhibit H, Certification of No Conflict of Interest.

8.9.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-section shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, or the County imposes a reduction or elimination in the purchases of supplies or equipment, the County reserves the right to reduce its obligation to provide replenishable

items and supplies under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions). The County's notice to the Contractor regarding said reduction in replenishment of supplies obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in this Contract.

8.13. CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

8.13.3 Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on CONTRACTOR'S quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

8.13.4 Contractor Hearing Board

- a. If there is evidence that CONTRACTOR may be subject to debarment, COUNTY will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at

least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- f. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of CONTRACTOR.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY'S policy to encourage all CONTRACTORS to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR'S place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.15.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from a County Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract, remain in compliance with employment and wage reporting requirements, as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

- 8.16.1 COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.
- 8.16.2 The report will include improvement/corrective action measures taken by the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.17.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents or clients of CONTRACTOR. Such repairs shall be made

immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.17.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.18.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.18.2 CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR'S employees for which COUNTY may be found jointly or solely liable.

8.21 FORCE MAJEURE

- 8.21.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-section "force majeure events").
- 8.21.2 Notwithstanding the foregoing, a default by a Subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-section, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.21.3 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes

regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.23.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

8.23.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

8.23.4 CONTRACTOR shall adhere to the provisions stated in subsection 7.6 - Confidentiality.

8.24 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting CONTRACTOR'S indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this

Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in sub-section 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. COUNTY in no way warrants that the Required Insurance is sufficient to protect CONTRACTOR for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under CONTRACTOR'S General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR'S policy expiration dates. COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither COUNTY'S failure to obtain, nor COUNTY'S receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the County Project Director listed on Exhibit B, County's Administration.

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

8.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR'S General Liability policy with respect to liability arising out of CONTRACTOR'S ongoing and completed operations performed on behalf of COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of CONTRACTOR'S acts or omissions, whether such liability is attributable to CONTRACTOR or to COUNTY. The full policy limits and scope of protection also shall apply to COUNTY and its Agents' as an additional insured, even if they exceed COUNTY'S minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of COUNTY, upon which COUNTY may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

8.25.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

8.25.6 Contractor's Insurance Shall Be Primary

CONTRACTOR'S insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Sub-Contractor Insurance Coverage Requirements

CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR'S own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall

obtain COUNTY'S prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR'S policies shall not obligate COUNTY to pay any portion of any CONTRACTOR deductible or SIR. COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects COUNTY, or to provide a bond guaranteeing CONTRACTOR'S payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

8.25.14 **County Review and Approval of Insurance Requirements**

COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY'S determination of changes in risk exposures.

8.25.15 **SPARTA Program**

COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTORS in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY'S insurance broker, Merriwether & Williams. For additional information, CONTRACTOR may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

8.26 **INSURANCE COVERAGE**

8.26.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.26.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR'S use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A)

naming COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR'S CONTRACTOR operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26.4 Unique Insurance Coverage

▪ Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

▪ Professional Liability/Errors and Omissions

Insurance covering CONTRACTOR'S liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

▪ Property Coverage

CONTRACTORS given exclusive use of COUNTY owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. COUNTY and its Agents shall be named as Additional Insureds and Loss Payees on CONTRACTOR'S insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.27 LIQUIDATED DAMAGES

8.27.1 If, in the judgment of the DPSS Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or his/her designee, at

his/her option, in addition to, or in lieu of, other remedies provided herein, may assess fiscal penalties as stated in Exhibit A, Statement of Work, Technical Exhibit A1, Performance Requirements Summary Chart. A description of the work not performed and the penalty amount to be billed to the Contractor by the County will be forwarded to the Contractor by the DPSS Director or his/her designee, in a written notice describing the reasons for said action.

8.27.2 If the DPSS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the DPSS Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DPSS Director, or his/her designee, may assess fiscal penalties as specified in the Performance Requirements Summary (PRS) Chart, Technical Exhibit A1. The penalty amount shall be billed to the Contractor by the DPSS Director or his/her designee. .

8.27.3 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR'S prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.29.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

- 8.29.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit I - Contractor's EEO Certification.
- 8.29.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.29.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this sub-section 8.29 when so requested by COUNTY.
- 8.29.7 If COUNTY finds that any provisions of this sub-section 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29.9 CONTRACTOR shall ensure that EEO notices and State-approved Civil Rights poster, "Equal Under the Law," are posted in all CONTRACTOR'S facilities where they are easily accessible to CONTRACTOR'S employees.

8.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of the CCA and/or County Project Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If the CCA or County Project Director is not able to resolve the dispute, the DPSS Director, or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit J, Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt, emailed, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits B - County's Administration and C - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The DPSS Director or his/her designee shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to sub-section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.37.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

- 8.38.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of the County's Project Director. COUNTY shall not unreasonably withhold written consent.

- 8.38.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with County of Los Angeles, provided that the requirements of this sub-section 8.38 shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to

COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY'S option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.39.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-section 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY'S dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY'S dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible under this Contract.

8.41 SUBCONTRACTING

- 8.41.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.
- 8.41.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly to the COUNTY:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by COUNTY.
- 8.41.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR'S employees.
- 8.41.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of the CONTRACTOR'S proposed subcontract.
- 8.41.5 The COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 8.41.6 The County's Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by COUNTY, CONTRACTOR shall forward a fully executed subcontract to COUNTY for their files.
- 8.41.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY'S consent to subcontract.

8.41.8 CONTRACTOR shall obtain certificates of insurance, which establish that subcontractor maintains all the programs of insurance required by COUNTY from each approved Subcontractor. CONTRACTOR shall ensure delivery of all such documents to the County Project Director listed on Exhibit B, County's Administration before any subcontractor employee may perform any work hereunder.

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in sub-section 8.15, CONTRACTOR'S Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to sub-section 8.44, Termination for Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with sub-section 8.39, Record Retention and Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

8.44.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.44.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in paragraph 8.44.1, the COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by

the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.44.4 If, after COUNTY has given notice of termination under the provisions of this sub-section 8.44, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this sub-section 8.44, or that the default was excusable under the provisions of paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-section 8.43 - Termination for Convenience.
- 8.44.5 The rights and remedies of COUNTY provided in this sub-section 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

- 8.45.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.
- 8.45.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

- 8.46.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for CONTRACTOR; or
- The execution by CONTRACTOR of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of COUNTY provided in this sub-section 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each County Lobbyist or Lobbying firm as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any Lobbyist or Lobbying firm retained by CONTRACTOR to fully comply with Lobbyist Ordinance shall constitute a material breach of this Contract, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.48 USE OF COUNTY PREMISES

CONTRACTOR shall use COUNTY space and services as follows:

8.48.1 Purpose of Scope of Utilization: CONTRACTOR shall utilize COUNTY premises designed as employee-based child care centers as set forth in, Exhibit A, Statement of Work, hereunder. It is expressly understood that this Contract does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

8.48.2 Operational Space and Responsibilities: CONTRACTOR shall:

- a) Maintain the occupied areas in a clean and sanitary manner.

- b) Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all property belonging to CONTRACTOR that is installed or placed within the areas occupied.
- c) Adhere to contract, Section 8.0, sub-section 8.17, Damage to County Facilities, Buildings or Grounds.
- d) Upon termination or expiration of the Contract, restore the occupied areas to the conditions that existed prior to the commencement of the activities authorized by the Contract, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- e) Permit COUNTY representatives hereinafter designated in the Statement of Work to enter the areas occupied at any time for the purpose of determining whether CONTRACTOR'S activities are being conducted in compliance with the term of the Contract, or for any other purpose incidental to the performance of the duties required by COUNTY.
- f) Make no alterations or improvements to any of the premises furnished for the conduct of the authorized activities without COUNTY's prior written approval, other than for placement therein of personal property required for the conduct of said activities.
- g) All personal property furnished by CONTRACTOR, including personal property installed or placed on the premises, shall be removed by CONTRACTOR upon termination of the Contract.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-section 8.50 shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY

CONTRACTOR warrants that all services performed hereunder will comply with Exhibit A, Statement of Work, and any specification related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in the rendering similar services at the time such services are performed.

8.52 WARRANTY AGAINST CONTINGENT FEES

8.52.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

8.52.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.53 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.53.1 Contractor acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured rolls) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

8.53.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.54 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in sub-section 8.53, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

8.55 COMPLETION OF CONTRACT

CONTRACTOR shall turn over their current operation to another vendor upon expiration or termination of this Contract. For up to three (3) months prior to the expiration of this Contract, the CONTRACTOR shall provide the consulting services of the Contractor's Project Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services to another vendor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR'S personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all staffing reports and related documents.

8.56 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit L, COUNTY seeks to ensure that all COUNTY contractors which received or raise charitable contributions comply with California law in order to protect COUNTY and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

8.57 INTENTIONALLY OMITTED

8.58 EMPLOYEE BENEFITS AND TAXES

CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits or other compensation. COUNTY shall have no liability or responsibility for any

taxes, including, without limitation, sales, income, employee withholdings and/or property taxes which may be imposed in connection with or resulting from this Contract on CONTRACTOR'S performance hereunder.

8.59 EMPLOYEE SAFETY

CONTRACTOR shall ensure that the CONTRACTOR'S employees are covered by an effective Injury and Illness Prevention Program and receive all required general and specific training.

8.60 FEES TO PARENTS

CONTRACTOR'S fees charged to parents shall not exceed rates specified in Exhibit M, User-Parent Fee Schedule For El Monte-Annex and El Monte-Telstar Child Care Centers and Crossroads Child Care Center.

8.61 NOTIFICATION OF VIOLATIONS

8.61.1 CONTRACTOR shall report to COUNTY in writing, any Type A and/or Type B violation report(s) issued by the CCLD, within five (5) business days of the date of the violation report(s) issued by CCLD for each child care facility operated by Contractor via this Contract. A report of corrective action(s) for identified violations(s) is due to COUNTY within ten (10) business days of COUNTY's receipt of any Type A and/or Type B violation report(s), from CONTRACTOR. Upon identification of a Type A violation by the CCLD Analyst, CONTRACTOR shall correct the violation in the presence of the CCLD Analyst. For Type B violations, CONTRACTOR shall begin corrective action within 24 hours of issuance of violation report(s) to CONTRACTOR by CCLD.

8.61.2 CONTRACTOR shall provide COUNTY a copy of all Type A violation report(s) issued by CCLD for other child care facilities unrelated to this Contract where the CONTRACTOR is named as the Licensee.

8.62 PERFORMANCE REQUIREMENTS

If Contractor fails to meet the Contract requirements as specified in Exhibit A, Statement of Work, Technical Exhibit A1, COUNTY may take actions specified in the Performance Requirements Summary (PRS) Chart for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of sub-section 8.44, Termination for Default of Contractor. This sub-section 8.63 shall not in any manner restrict or limit COUNTY's right to terminate this Contract for convenience.

8.63 PERMITS AND LICENSES

CONTRACTOR shall obtain and maintain current all the necessary licenses and permits necessary to perform this Contract. At a minimum, the following Facility Licenses are to be maintained for each Client Groups Served at a prominent location for each of the three Child Care Centers, and a copy shall be provided to COUNTY for incorporation into this contract:

- 8.63.1 Exhibit N: CDSS, CCLD Facility Licenses For Infant, Preschool and School Age Center at Annex Montessori Child Care Center
- 8.63.2 Exhibit O: CDSS, CCLD Facility Licenses For Infant, Preschool and School Age Center at Telstar Montessori Child Care Center
- 8.63.3 Exhibit P: CDSS, CCLD Facility Licenses For Infant, Preschool and School Age Center at Crossroads Montessori Child Care Center

8.64 RULES AND REGULATIONS

8.64.1 During the time that CONTRACTOR'S employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. COUNTY shall provide CONTRACTOR. within thirty (30) days of contract execution, with said rules and regulations and it is the responsibility of CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulation.

8.64.2 CONTRACTOR shall remove and replace any of its employees from the provision of services hereunder within forty-eight (48) hours of receipt of written notice from COUNTY that (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicated that the employee may adversely affect the delivery or services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

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IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of the Board of Supervisors has caused this Contract to be executed on its behalf by the Director or Public Social Services and approved by County Counsel, this ____ day of _____, 2012.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller
Director
Department of Public Social Services

K-Step Montessori, Inc.
CONTRACTOR

By: _____ By: _____
(Signature) (Signature)

Printed: _____ Printed: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Allison Morse
Deputy County Counsel

CHILD CARE OPERATOR SERVICES STATEMENT OF WORK

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1. GENERAL

1.1 Scope of Work

Except for those items listed in Section 7, COUNTY FURNISHED ITEMS, hereunder, Contractor shall provide all personnel, supervision, and other items or services necessary to meet the requirements contained in this Statement of Work. The specific goal is to ensure the implementation and establishment of a high quality child care program meeting, or surpassing, all State of California requirements.

Contractor agrees to operate a child care center for children of DPSS employees, CalWORKs families, and the community to achieve the following goals:

- 1.1.1 Establish and maintain a high-quality child care program consistent with the County's desired vision, meeting or surpassing all State requirements, and directed toward attaining, within the Contract term, accreditation by the National Association for the Education of Young Children. The child care center and staff are expected to

reflect consideration of, and sensitivity to, the cultural, racial, and ethnic diversity of the County's work force, with effective procedures to ensure the health, safety, and security for all persons while they are involved in the Center's program.

1.1.2 Establish and maintain such a program funded from (1) the Contractor's own resources; (2) in-kind services provided by County such as, a rent-free facility, utilities, maintenance of property (inside the facility structure and the grounds of the facility), (3) fees paid by or on behalf of parents of the children who attend the child care centers, and (4) furnishings, materials, supplies and equipment supplied by County.

1.1.3 Establish and maintain a child care program with effective policies and procedures to ensure the health, safety, and security of all persons while they are involved in the program.

1.2 Key County Personnel

County shall designate County Contract Administrator (CCA) to act as liaison with Contractor.

1.2.1 County Contract Administrator (CCA) - The CCA or alternate has full authority to monitor Contractor's performance in the daily operation of the Contract, and for ensuring that the technical standards and requirements of the Contract are met.

(a) The CCA or alternate designated in writing to act on behalf of the County, shall respond within twenty-four (24) hours of Contractor or alternate's verbal inquiries, excluding weekends and holidays.

1.3 Key Contractor Personnel

Contractor shall provide and/or maintain staff to carry out the service plan as defined and in compliance with CCR Title 22, State Licensing Regulations. At a minimum this includes:

1.3.1 Contractor's Project Manager - Contractor shall provide a Contractor Project Manager who will act as liaison with County and be responsible for the overall management and coordination of the Contract and the performance of the work. The Contractor Project Manager, or alternate designated in writing to act on Contractor's behalf, shall respond within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

- (a) The Contractor Project Manager or alternate shall have full authority to act for Contractor on all Contract matters relating to the daily operations of the Contract.

1.3.2 Contractor Director – Contractor shall provide a Contractor Director who shall be the overall manager of the three Child Care Centers. **Director shall meet at least one of the following education and experience requirements:**

- (a) At a minimum, an associate of arts degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least two years of teaching experience in a licensed child care center or comparable group child care program, and three semesters or equivalent quarter units in administration or staff relations.
- (b) A bachelor's degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least one year of teaching experience in a licensed child care center or comparable group child care program and administration or staff relations.
- (c) A Child Development Site Supervisor Permit or a Child Development Program Director Permit issued by the California Commission on Teacher Credentialing and three semesters or equivalent quarter units in administration or staff relations.

1.3.3 Teachers – Contractor shall provide teachers who shall meet at least one of the following requirements:

- (a) At a minimum, successfully completed twelve (12) post-secondary semester or equivalent quarter units in early childhood education or child development at an approved college or university and at least six months of work experience in a licensed child care center or comparable group child care program.
- (b) A Child Development Associate Teacher Permit issued by the California Commission on Teacher Credentialing.

Preferred qualifications include a Child Development Teacher or Master Teacher Permits issued by the California Commission on Teacher Credentialing.

2. Community Care Licensing/Criminal Record Clearance and Child Abuse Index Checks

Contractor shall comply with Section 7.5, Criminal Clearance and with CCLD regulations. Further, Contractor shall ensure all staff comply with CCLD regulations, which requires a California criminal record clearance and child abuse index check for all adults administering or supervising staff, residing in a facility, provides care or supervision to children, or has contact with children, prior to performing any work under this Contract. Fingerprints are submitted to the California Department of Justice, Federal Bureau of Investigation and California Child Abuse Central Index.

3. Staffing – Children Ratios

Staffing – Contractor shall provide and maintain the staff pattern to carry out the service plan as defined and in compliance with CCR Title 22 State Licensing Regulations and Los Angeles Universal Preschool (LAUP) requirements. A synopsis of the regulations and requirements is listed in Technical Exhibit A2.

4. Quality Control

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure that the requirements of the Contract are met, and that a consistently high level of services is provided throughout the term of the Contract. The Plan shall be provided to the CCA within thirty (30) calendar days from the Contract start date and at any time changes to the Plan occur. The Plan shall include but not be limited to the following:

- 4.1 A monitoring system covering all services listed on Technical Exhibit A1, Performance Requirements Summary, specific activities to be monitored, and the frequency of monitoring;
- 4.2 A method of assuring that staff rendering services under the Contract have the necessary qualifications;
- 4.3 Monthly monitoring will include, but not be limited to, site visits for observance of staff to ensure employees rendering services under the Contract do not present themselves by commission or omission as agents, employees, or representatives of County;
- 4.4 A record of all monitoring conducted by Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request;
- 4.5 Samples of forms to be used in monitoring;

- 4.6 Maintain a system to assure continuation of all required licenses and permits. When a Community Care Licensing Analyst provides a notice of deficiency to the licensee, as provided for in California Code of Regulations (CCR), Title 22, Section 101193, "Deficiencies in Compliance," the Contractor shall immediately notify the CCA and provide the CCA with any follow-up reports as requested.

5. Quality Assurance

County or its agent shall monitor Contractor's performance under the Contract using the quality assurance procedures specified in Technical Exhibit A1, Performance Requirements Summary, or any other such procedures as defined in the Contract.

- 5.1 Government Observations - Federal, State, and/or County personnel may observe performance activities, documents and products under the Contract at any time during hours of operation as defined in Section 6 below; however, this personnel may not unreasonably interfere with Contractor performance.
- 5.2 County or its agent will evaluate Contractor's performance under the Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.
- 5.3 Each review period, the Contractor's performance will be compared to the Agreement's Standards and Acceptable Quality Levels (AQL) using the Quality Assurance Monitoring Plan (QAMP).
- 5.4 County may use a variety of inspection methods to evaluate Contractor's performance. The methods of monitoring that may be used are:
- 5.4.1 Random sampling;
 - 5.4.2 100% inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor's performance;
 - 5.4.3 Review of reports and files maintained by the Contractor;
 - 5.4.4 On-site evaluations and monitoring;
 - 5.4.5 Evaluation of complaints; and
 - 5.4.6 CCLD findings.

- 5.5 The CCA and Contractor will make every effort to resolve minor discrepancies during the monitoring visits.
- 5.6 Monitoring Hours - Contractor shall be available for monitoring activities Monday through Friday 8:00 a.m. to 5:00 p.m. except on County recognized holidays.
- 5.7 Contract Discrepancy Reports
- 5.7.1 Performance of a required service is considered acceptable when the Contractor meets the AQL listed in Technical Exhibit A1. When the performance is unacceptable, Contractor shall be required to respond.
- 5.7.2 In the event of a discrepancy, the CCA shall issue a Contract Discrepancy Report (CDR) to Contractor. Contractor shall respond in writing to the CDR within ten (10) business days from the date of receipt.
- 5.7.3 If Contractor agrees with the finding in the CDR, Contractor shall respond with a Corrective Action Plan, including a statement that Contractor agrees with the finding, its action to resolve the specific finding, and its future action to monitor its performance to prevent a repetition of the problem. If this Corrective Action Plan is acceptable to County, or a mutually agreed upon revision is acceptable to County, the discrepancy shall be considered resolved.
- 5.7.4 If Contractor does not agree with the finding in the CDR, Contractor shall respond with a Request for Dispute Resolution, including a statement that Contractor does not agree with the finding, its reasons for not agreeing with the finding, and any action it proposes that Contractor and/or County take to resolve the dispute.
- 5.7.5 In response to a Request for Dispute Resolution, the Contractor Project Manager and CCA will meet within five (5) business days to discuss the problem. Minutes of the meeting shall be prepared by the CCA. The Contractor Project Manager shall either sign the minutes within five (5) business days of presentation of the minutes, or present Contractor's version of the minutes to the CCA. The Contractor Project Manager and CCA shall make every effort to resolve the dispute. If they find a resolution, they shall put the resolution down in writing in the minutes and both shall sign the signature line and date the minutes.
- 5.7.6 If the CCA and Contractor Project Manager do not resolve the dispute, the dispute shall be referred to a higher level. Agency

Senior Executive and DPSS Director or designee shall meet within ten (10) business days to resolve the dispute (or later, if by mutual agreement).

5.7.7 The decision of the DPSS Director shall be final.

5.7.8 Any Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, shall be reported to the Board of Supervisors, and placed on the Contractor Alert Reporting Database (CARD) as is described in Contract, sub-section 4.2.

5.7.9 If the dispute is not eventually resolved to the County's satisfaction, County may terminate the Contract or impose other actions as specified in the Contract, in which event Contractor's rights and remedies under law are preserved, including a claim of breach of Contract.

6. Hours of Operation

6.1 Public Access Hours - Contractor's main office shall be open from 6:45 a.m. to 6:45 p.m., Monday through Friday, except for County recognized holidays, to meet the needs of County employees and other parents utilizing the Center.

6.2 Contractor Contact Hours - Contractor Project Manager or alternate shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries from the CCA or alternate, except on County recognized holidays. The CCA shall provide lists of County holidays when the Contract is approved and at the beginning of each calendar year during the term of the Contract.

7. COUNTY FURNISHED ITEMS

7.1 Equipment and Space

County shall provide and designate the child care facilities listed in this Exhibit A, Section 3.0, Work, sub-section 3.2, as sites for Contractor to use in providing required child care services for eligible children and families, and training and release time opportunities for teaching staff.

7.2 Crossroads Child Care Center consists of a one-story, 10,000 square-foot structure with 6,000 square feet of indoor space, a play yard of approximately 4,000 square-feet and adequate parking for the Center's staff.

El Monte-Annex Child Care Center consists of a one-story, 10,000 square-foot structure with 6,500 square feet of indoor space, a play yard of approximately 3,500 square-feet and adequate parking for the Center's staff.

El Monte-Telstar Child Care Center consists of a one story, 12,950 square-foot structure with 7,200 square feet of indoor space, a play yard of approximately 5,750 square feet and adequate parking for Center's staff.

- 7.2.1 The Centers are concrete block buildings designed to meet all building codes and license requirements to serve as child care centers. All Centers are fully air-conditioned, heated and equipped with fire sprinklers, fire extinguishers, motion detectors, and security alarm systems. The sites have barrier-free accessibility and designated parking spaces for dropping off and picking up of children.
- 7.2.2 The Centers contain a residential kitchen, pantry, reception area, staff lounge, laundry room, an office, and sufficient number of age appropriate toilets and lavatories for children that meet the requirements of California Code of Regulations (CCR), Title 22, and an adult/isolation toilet accessible to persons with disabilities. (The indoor areas provide distinct areas for different ages and/or activity groups and meet the 35-square-foot per-child requirement of the State.)
- 7.2.3 The spaces available for the outdoor activities meet the 75-square-foot-per-child requirement of the State. The Centers are landscaped with soft surface play areas complete with climbing apparatuses and hard surfaces for wheeled toys and/or sand boxes.
- 7.3 County will provide private offices, at each site, for use by Contractor's staff in working with children and parents. In the event County wishes to relocate classrooms or office space, County-designated representative shall consult with the designated representative of Contractor prior to the move to assure that the proposed new location meets Contractor's standard and conditions and that all program support systems, such as, but not limited to, food and transportation, remain effective and cost efficient.
- 7.4 County will provide the following appliances for each Center: (1) dishwasher, (1) two-drawer warming box, (3) microwave ovens, (2) refrigerators, (1) washer, and (1) electric dryer.
- 7.5 County will provide use of space and three (3) fully furnished Centers, utility-free.

- 7.6 COUNTY shall provide replenishable classroom supplies used only for instructional/learning purposes up to a total cost of \$30,000 per year. COUNTY shall purchase additional children's furniture for classroom setting only to replace damaged furniture provided by COUNTY. Each of the three child care sites listed in the Contract shall not exceed \$10,000 in replenishable classroom supplies per fiscal year contingent upon: (a) availability of funding, (b) stipulations of Contract, sub-section 8.12, Budget Reductions, and (c) Contractor's performance.

8. Maintenance, Repair, Replacement of County Provided Items

COUNTY RESPONSIBILITY

- 8.1 County will provide maintenance, repair and/or replacement due to normal wear and tear, of County-provided equipment.
- 8.2 County will have responsibility for repair or replacement of telephones and/or lines at County facilities due to theft or damage.
- 8.3 County will provide daily maintenance and upkeep services to child care facilities. Services include but are not limited to the following: dusting, removal of fingerprints and smudges from walls, cleaning furniture, removal of spots, empty waste baskets, clean and wash lunchroom tabletops, counter cabinets, clean the rest rooms, and vacuum traffic areas, etc.
- 8.4 County shall obtain approval from building landlord for changes, and building landlord shall make such changes if approved.

CONTRACTOR RESPONSIBILITY

- 8.5 Contractor shall make no alterations or improvements to any of the premises furnished for the conduct of the authorized activities without County's prior written approval, other than for placement therein of personal property required for the conduct of said activities.
- 8.6 Contractor shall adhere to the Terms and Conditions, Section 8.0, Subsection 8.17, Damage to County Facilities, Building, or Grounds.

9. Materials and Supplies

County will provide for the following:

- 9.1 A list of County-observed holidays.
- 9.2 A supply of Civil Rights complaint forms, PA 607, for use by parents utilizing the child care centers in reporting civil rights complaints.

10. Utilities and Telephone Installation and Billing

COUNTY RESPONSIBILITY

- 10.1 County will be responsible for payment of utilities, telephone installation and monthly utility and telephone fees for the use by Center's staff for child care business **only**.

CONTRACTOR RESPONSIBILITY

- 10.2 Contractor shall be responsible for fees due to misuse, unauthorized long distance calls, personal calls, toll calls, etc.

11. CONTRACTOR FURNISHED ITEMS

- 11.1 General - Contractor shall furnish necessary personnel, and training to perform all services required by this Statement of Work.

- 11.2 Materials - Contractor will ensure that Equal Employment Opportunity (EEO) notices and State-approved civil rights poster, "Equal Under The Law," are posted in all Contractor facilities, where they are easily accessible to Contractor's employees and parent-users of the facility. Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (800) 669-4000

- 11.3 Equipment, Supplies and Security - Contractor shall report to the CCA and the Building Manager immediately after discovery, the loss or theft of County-provided equipment. For loss or theft of any County-provided equipment, Contractor shall contact the CCA and the on-site Building Manager. Contractor shall file Police Report and provide a copy to the CCA within one business day.

- 11.4. Contractor shall respond within 24 hours to County's verbal inquiries. CCA and Contractor Project Manager shall agree to a due date when written responses to inquiries are needed.

12. SPECIFIC TASKS

In the delivery of child care services, Contractor agrees to the following:

12.1 Center Capacity and Enrollment Criteria

The children for whom Contractor's child care services are provided under the Contract must be County employees, CalWORKs families, and from the community.

12.1.1 Provide child care services not to exceed the current capacity as determined by CCLD at any given time at the Crossroads Child Care Center

- Maximum 12 Infants
- Maximum 57 Early Preschool/Preschool/Kindergarten

12.1.2 Provide child care services not to exceed the current capacity as determined by CCLD at any given time at the El Monte-Annex Child Care Center.

- Maximum 10 Infants
- Maximum 37 Early Preschool/Preschool

12.1.3 Provide child care services not to exceed the current capacity as determined by CCLD at any given time at the El Monte-Telstar Child Care Center

- Maximum 15 Infants
- Maximum 62 Early Preschool/Preschool
- Maximum 20 Kindergarten/School Age

12.1.4 Ensure priorities for enrollment be in keeping with federal requirements including:

- Health Manual
- Child Abuse and Neglect Manual

12.1.5 Develop, implement and maintain admission procedures in compliance with CCR Title 22, including, but not limited to, a mutually agreed upon individualized plan of infant's needs and services prior to each infant's first day at the Center, with a copy of such plan provided to the parent/guardian.

13. Direct Child Care Services

Contractor shall carry out the following direct service activities at all three Child Care Centers:

- 13.1 Develop an education program that includes appropriate curriculum and developmental tools that supports the growth of children's social competence and school readiness.
- 13.2 Provide information on Social Services that provide opportunities for parents to have access to community services and resources to support family goal setting.
- 13.3 Provide opportunities for parents to be involved in their child's development and education.
- 13.4 Provide Nutritional Services that identify and assists families with nutritional needs, provide meal service, and provide for the safety and sanitation of food delivery.
- 13.5 Provide meal service (snacks and lunches), and provide for the safety and sanitation of food delivery.
- 13.6 Provide Mental health services that include working collaboratively with parents to identify mental health needs of the child and to refer parents to mental health services, as needed.
- 13.7 Provide Direct health services that include determining child health status by screening for developmental, sensory and behavioral concerns.
- 13.8 Provide adequate space and cots for each child under 5 years of age in accordance with CCR, Title 22, Section 101230.
- 13.9 Administer prescription and non-prescription medications to children with appropriately signed parental authorization, and in accordance with CCR, Title 22, Section 101226, "Health Related Services."
- 13.10 Provide no water activities, which fall within the restrictions of CCR, Title 22, Section 101216.6, "Staffing for Water Activities."
- 13.11 Outline actions to be taken in an emergency and during procedures that supplement the "Disaster and Mass Casualty Plan" required in Title 22, CCR, Section 101174 and include, but not be limited to, medical emergencies, physical confrontations or persons displaying improper or threatening behavior.

13.12 Provide a system for receiving and releasing the children which guarantees their safety and security.

13.13 Comply with federal and State regulations with respect to children with disabilities.

14. Reports

CONTRACTOR shall provide:

14.1 Enrollment and Management Reports. Contractor shall submit a Monthly Enrollment and Management Reports for each Center to the CCA by the seventh (7th) calendar day of the month following the report month. If the seventh (7th) calendar day falls on a weekend or a holiday, CONTRACTOR may submit the reports on the next business day flowing the weekend or the holiday. The reports shall include the following:

14.1.1 Number of children for County employees of County Departments housed at the sites and CalWORKs, and community children receiving full-time and part-time care in the report month.

14.1.2 Number of children enrolled in the LAUP class.

14.1.3 Number of new children for County employees of County Departments housed at the sites, and community children receiving full-time and part-time care who were enrolled in the report month.

14.1.4 Number of children for County employees of County Departments, CalWORKs, and community children receiving full-time and part-time care who were disenrolled during the report month.

14.1.5 Number of children who were transferred from the one classroom to another classroom, i.e., from the infant classroom to the Early Preschool/Preschool in the report month.

14.1.6 New ideas, recommendations, questions, comments, or concerns Contractor may have regarding provision of services under the Contract.

14.2 Community Children Reports. Contractor shall submit a monthly Community Children Report for each Center to the CCA by the seventh (7th) calendar day of the month following the report month. If the seventh (7th) calendar day falls on a weekend or a holiday, CONTRACTOR may submit the reports on the next business day flowing the weekend or the holiday. The report shall include the following:

14.2.1 Names, age groups (0-2 years old, 4 years old [LAUP class] or 2-5 years old) of the community children who received full-time, part-time and prorated rates in the report month.

14.2.2 Start date at the Center of all the new community children who were enrolled in the report month.

14.2.3 Disenrollment date of all the community children who left the Center in the report month.

14.2.4 Hours and number of days the community children received services in the report month.

14.2.5 Remarks/comments regarding any of the community children that may affect the space cost determination.

14.2.6 A copy of the sign in/sign out sheets for all community children as a supporting document to the report.

15. Intentionally Omitted

16. Contractor Staff Training

16.1 Contractor shall ensure that all staff are properly trained and meet, at a minimum, all CDSS licensing and permit requirements.

16.2 Contractor shall train staff, including aides, through ongoing, in-service training programs to attain a maximum of professionalism in the delivery of child care services. This should include:

16.2.1 Training/technical assistance/orientation of staff.

16.2.2 Education site visits/observation, feedback, and support for teaching staff.

17. Record Keeping

17.1 Contractor shall retain records to ensure all requirements of Title 22, CCR are fulfilled. Records shall maintain a parent/emergency contact list of names and telephone numbers for each child. The list is to include multiple contacts with the family or extended family and all available medical or other emergency contact information.

17.2 Contractor shall retain file of signed parental authorization forms allowing Contractor to administer prescription and non-prescription medicine to children.

18. Planned Events

18.1 Contractor shall notify and request County approval in writing of any planned event at least thirty (30) workdays in advance of notification to parents of any planned event. Contractor shall obtain County approval prior to Contractor's distribution of any flyers, invitations, letters and/or correspondence of an event, and provide County with a list of invitees to an event.

18.2 Contractor shall send notifications to parents of any County approved flyers, invitations, letters and/or correspondences of an event thirty (30) workdays in advance of the approved planned event.

19. Contractor shall respond within 24 hours to all County's verbal inquiries. CCA and Contractor Project Manager shall agree to due date when written responses to inquiries are needed.

20. Inventory

20.1 Contractor shall establish an inventory list of all classroom equipment, furniture and supplies furnished by County upon contract execution. CCA shall verify.

20.2 Contractor shall provide County with an inventory of all classroom equipment, furniture, and supplies furnished by County on a quarterly basis. If Contractor becomes aware that an item on the inventory list is missing due to theft, Contractor must include a police report with inventory list.

20.3 Contractor's inventory shall be reviewed on a quarterly basis.

TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY CHART (PRS)

1.0 Introduction

The PRS Chart, Technical Exhibit A1, displays some of the services that will be monitored by the County during the term of the agreement.

2.0 Performance Requirements Summary Chart

The PRS chart:

- 2.1 Provides the Section or Paragraph where referenced (Column 1 of chart).
- 2.2 Defines the Standard or performance for each required service (Column 2 of chart).
- 2.3 Shows the Acceptable Quality Level (AQL) for each required service that is allowed before a penalty is assessed.
- 2.4 Indicates the monitoring methods that will be used to determine Contractor's performance.
- 2.5 Indicates fiscal penalty for each occurrence of unsatisfactory performance (Column 4 of chart).

3.0 Criteria for Acceptable or Unacceptable Performance

Services shall be reviewed by sampling. The lot size is determined by estimating how often Contractor will provide a service during the sampling period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

- 3.1 Lot size - The total number of units or services provided in a given period of time.
- 3.2 Sample Size - The number of units to be checked in a given time period.

4.0 Remedy of Defects

Regardless of findings of unsatisfactory service and assessment of fiscal penalties, Contractor shall remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA to perform such services again at an acceptable level.

5.0 Unsatisfactory Performance Remedies

When Contractor's performance does not conform to the requirements of the Contract, County shall issue a CDR.

- 5.1 Contractor shall implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reason for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 5.2 Contractor shall adhere to the procedures set forth in Exhibit A, Statement of Work, Section 5. Quality Assurances, Subsection 5.7, Contract Discrepancy Report.

TECHNICAL EXHIBIT A1
PERFORMANCE REQUIREMENTS
SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

1 REFERENCE	2 SERVICE STANDARD	3 ACCEPTABLE QUALITY LEVEL (AQL)	4 MONITORING METHODS	5 MONTHLY FISCAL PENALTY FOR EXCEEDING THE AQL
Attachment A, Statement of Work, Key Contractor Personnel Sections 3, 3.1 through 3.4	Contractor's staff meet the minimum qualifications as outlined in paragraphs 3.1 through 3.4.	100%	Quarterly review of personnel files.	\$150 per employee, per quarter
Attachment A, Statement of Work, Staffing - Children Ratios Section 3.5	Contractor maintains appropriate staff/child ratios in accordance with CCR, Title 22, Section 101216 and LAUP requirements.	100%	On site observations of staff/child ratios and negative findings from CCLD.	\$150 per each occurrence
Attachment A, Statement of Work, Quality Control Section 4	Contractor establishes and utilizes a comprehensive Quality Control Plan as outlined in Section 4 which includes: a monitoring system, method of assuring staff have the necessary qualifications and provide the proper child care services in accordance with the Statement of Work, assurance of recording all monitoring and assurance of continuation of all required licenses and permits.	100%	On site review/observation of Quality Control Plan Implementation.	\$100 per employee, per quarter
Attachment A, Statement of Work, Hours of Operation Section 6.1	Contractor provides child care services between the hours of 6:45 a.m. and 6:45 p.m., Monday through Friday, except for County-recognized holidays.	100%	On-site review/observation of the center, or parental complaints.	\$150 per instance
Attachment A, Statement of Work, County Furnished Items, Equipment and Space, Section, 8, 8.4	Contractor shall make no alterations or improvements to any of the premises furnished for the contract of the authorized activities without County's prior written approval.	100%	On-site review/observation of the center	\$150 per occurrence.
Attachment A, Statement of Work, Specific Tasks, Capacity and Enrollment Section 12.1	Contractor ensures adherence with the Center's capacity and enrollment criteria which includes: providing child care services to children of County employees, CalWORKs families, and from the community, to ensure the appropriate number of children are enrolled and enrollment priorities for federal requirements are met.	100%	Quarterly review of enrollment records.	\$125 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

1 REFERENCE	2 SERVICE STANDARD	3 ACCEPTABLE QUALITY LEVEL (AQL)	4 MONITORING METHODS	5 MONTHLY FISCAL PENALTY FOR EXCEEDING THE AQL
Attachment A, Statement of Work, Direct Child Care Services Section 13.1	Contractor develops an education program that includes appropriate curriculum and developmental tools that support the growth of children's social competence and school readiness.	80%	Annual review of curriculum.	\$100 per occurrence
Attachment A, Statement of Work, Direct Child Care Services Section 13.5	Contractor provides meal service (snacks and lunches) and ensures the safety and sanitation of food delivery in accordance with CCR, Title 22, Section 101227.	100%	Quarterly review of lunch and snack menus. Quarterly review of Department of Public Health reports.	\$ 150 per occurrence
Attachment A, Statement of Work Direct Child Care Services Section 13.8	Contractor provides adequate space and cots for each child under 5 years of age in accordance with CCR, Title 22, Section 101230.	100%	Observations and inventory.	\$100 per occurrence
Attachment A, Statement of Work Direct Child Care Services Section 13.9	Contractor ensures signed parent authorizations are on file prior to administering medication in accordance with CCR, Title 22, Section 101226.	100%	Quarterly random sampling, average of total enrollment.	\$150 per case file
Attachment A, Statement of Work Direct Child Care Services Section 13.10	Contractor ensures that no water activities are provided which fall within the restrictions of CCR, Title 22, Section 101216.6.	100%	Quarterly observations.	\$150 per occurrence
Attachment A, Statement of Work Direct Child Care Services Section 13.11	Contractor ensures the protection of children's personal rights as set forth in CCR, Title 22, Section 101223, Personal Rights.	100%	Quarterly observations and CCLD negative findings.	\$150 per CCLD substantiated findings
Attachment A, Statement of Work Direct Child Care Services Section 13.12	Contractor develops a Disaster and Mass Casualty Plan in accordance with CCR, Title 22, Section 101174.	100%	Quarterly review of Disaster and Mass Casualty Plan.	\$150 per quarterly review.
Attachment A, Statement of Work Direct Child Care Services Section 13.13	Contractor provides a system for receiving and releasing children while guaranteeing their safety and security.	100%	Observation and CCLD negative findings.	\$150 per observation or CCLD substantiated findings.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

1 REFERENCE	2 SERVICE STANDARD	3 ACCEPTABLE QUALITY LEVEL (AQL)	4 MONITORING METHODS	5 MONTHLY FISCAL PENALTY FOR EXCEEDING THE AQL
Attachment A, Statement of Work Reports Section 14.1	Contractor submits the Monthly Enrollment, Management and Community Children Reports by the 7 th calendar day of the month following the service month.	100%	Monthly review of the following reports: Enrollment, MMR and Community Children.	\$50 per day submitted after the due date
Attachment A, Statement of Work Contractor Staff Training Section 16	Contractor provides appropriate staff training and ensures all staff meet all California Department of Social Services licensing and permit requirements.	100%	Quarterly review of staff records and CCLD Negative findings.	\$100 per employee, per quarter.
Attachment A, Statement of Work Record Keeping Section 17.1 – 17.2	Contractor retains records to ensure compliance with CCR, Title 22, Section 101221, which includes a parent/emergency contact list of names and telephone numbers for each child.	100%	Quarterly review of staff and children records and CCLD negative findings.	\$150 per occurrence.
Attachment A, Statement of Work Planned Events Sections 18.1-18.2	Contractor notifies and requests County approval in writing of planned events at least thirty (30) work days in advance of notification to parents of any planned event. Contractor shall obtain County approval prior to Contractor's distribution of all flyers, invitations, letters and/or correspondence related to an event; and provide County with a list of invitees to an event. Contractor shall send notifications to parents of any County approved flyers, invitations, letters and/or correspondence related to an event at least 30 work days in advance of the approved planned event.	100%	Quarterly observation.	\$ 100 per occurrence
Attachment A, Statement of Work Inventory, Sections 20.2-20.3	Contractor shall provide County with an inventory of all classroom equipment, furniture, and supplies furnished by County on a quarterly basis.	100%	Quarterly review of inventory list.	\$100 per occurrence

**CCR TITLE 22
State Licensing Regulations and
Los Angeles Universal Preschool (LAUP) Requirements**

Infant Class (ages 2 months-24 months)

One (1) teacher for four (4) enrolled children and/or

Two (2) adult teaching staff for eight (8) enrolled children.

Early Preschool Class (ages 24-36 months)

One (1) teacher for six (6) enrolled children.

Two (2) adult teaching staff for twelve (12) enrolled children.

Preschool Class (ages 3-5 years)

One (1) teacher for twelve (12) enrolled children.

One (1) fully qualified teacher and one (1) assistant who have completed 6 units in child development for eighteen (18) enrolled children.

Two (2) teachers for twenty (20) enrolled children.

Kindergarten Class (Crossroads Only)

One (1) teacher for twelve (12) enrolled children

Kindergarten through third grade (Telstar Only)

One (1) teacher for twelve (12) enrolled children

LAUP (age 4 year old only at all Centers)

One (1) teacher per eight (8) enrolled children

Maintain staffing patterns in compliance with federal and State Labor guidelines.

COUNTY'S ADMINISTRATION

AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Nurhan Pirim
Title: Child Care Program Director
Address: County of Los Angeles
 Department of Public Social Services
 CalWORKs and GAIN Division
 Child Care Program Section
 12860 Crossroads Parkway South
 City of Industry, California 91746
Telephone: 562-908-6072
E-Mail Address: NurhanPirim@dpss.lacounty.gov

Facsimile: 562-699-2791

COUNTY CONTRACT ADMINISTRATOR:

Name: Nadia Varela
Title: Human Services Administrator I
Address: County of Los Angeles
 Department of Public Social Services
 CalWORKs and GAIN Division
 Child Care Program Section
 12860 Crossroads Parkway South
 City of Industry, California 91746
Telephone: 562-908-6875
E-Mail Address: NadiaVarela@dpss.lacounty.gov

Facsimile: 562-699-2791

COUNTY CONTRACT MONITOR for the Crossroads Child Care Center:

Name: Elvie Matias
Title: Human Services Administrator I
Address: County of Los Angeles
 Department of Public Social Services
 CalWORKs and GAIN Division
 Child Care Program Section
 12860 Crossroads Parkway South
 City of Industry, California 91746
Telephone: 562-908-6049
E-Mail Address: ElvieMatias@dpss.lacounty.gov

Facsimile: 562-699-2791

COUNTY CONTRACT MONITOR for the El Monte-Annex and El Monte-Telstar Child Care Centers:

Name: Nadia Varela
Title: Human Services Administrator I
Address: County of Los Angeles
 Department of Public Social Services
 CalWORKs and GAIN Division
 Child Care Program Section
 12860 Crossroads Parkway South
 City of Industry, California 91746
Telephone: 562-908-6875
E-Mail Address: NadiaVarela@dpss.lacounty.gov

Facsimile: 562-699-2791

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** K-Step Montessori, Inc. **AGREEMENT NO.** _____**CONTRACTOR'S PROJECT DIRECTOR:****Name:** _____**Title:** _____**Address:** _____**Telephone:** _____ **Facsimile:** _____**E-Mail Address:** _____**CONTRACTOR'S AUTHORIZED OFFICIAL(S):****Name:** _____**Title:** _____**Address:** _____**Telephone:** _____ **Facsimile:** _____**E-Mail Address:** _____**Name:** _____**Title:** _____**Address:** _____**Telephone:** _____ **Facsimile:** _____**E-Mail Address:** _____**Notices to Contractor shall be sent to the following address:****Name:** Zafira Firdosy**Title:** Executive Director**Address:** K-Step Montessori, Inc., 3400 Aerojet Avenue, El Monte, California 91731**Telephone:** _____ **Facsimile:** _____**E-Mail Address:** _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____

Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977 and the American With Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | (Circle One) | |
|----|--|--------------|----|
| | | Yes | No |
| 1. | CONTRACTOR has a written policy statement prohibiting discrimination in providing services and benefits. | | |
| 2. | CONTRACTOR periodically monitors the equal provision of services and benefits to ensure nondiscrimination. | | |
| 3. | Where problem areas are identified in the equal provision of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified period of time. | | |

Name and Title of Signer

Signature

Date

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91745

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment and request that
(Please print your name) an investigation be conducted.

I believe I was discriminated against because of my:

- | | | |
|--|---|--|
| <input type="checkbox"/> RACE | <input type="checkbox"/> DISABILITY | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN | <input type="checkbox"/> RELIGION | <input type="checkbox"/> SEX |
| <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> AGE | <input type="checkbox"/> COLOR |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> DOMESTIC PARTNERSHIP |

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

Initial on the line
above if you give
consent.

CONSENT GRANTED – By initialing this option, the Department of Public Social Services, Civil Rights Section, is authorized to reveal my identity and other personal information to persons at the organization or institution under investigation and to Federal and State agencies in accordance with applicable federal and State laws and regulations, and to receive material and information including, but not limited to, applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line
above if you do not
give consent.

CONSENT DENIED – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint will not be investigated as a result of my refusal to give my consent for the release of this information.

(SIGNATURE)

(DATE)

ADDRESS:

TELEPHONE:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor Name

Contractor Official Title

Official's Signature

CONTRACTOR'S EEO CERTIFICATON

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-9678.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

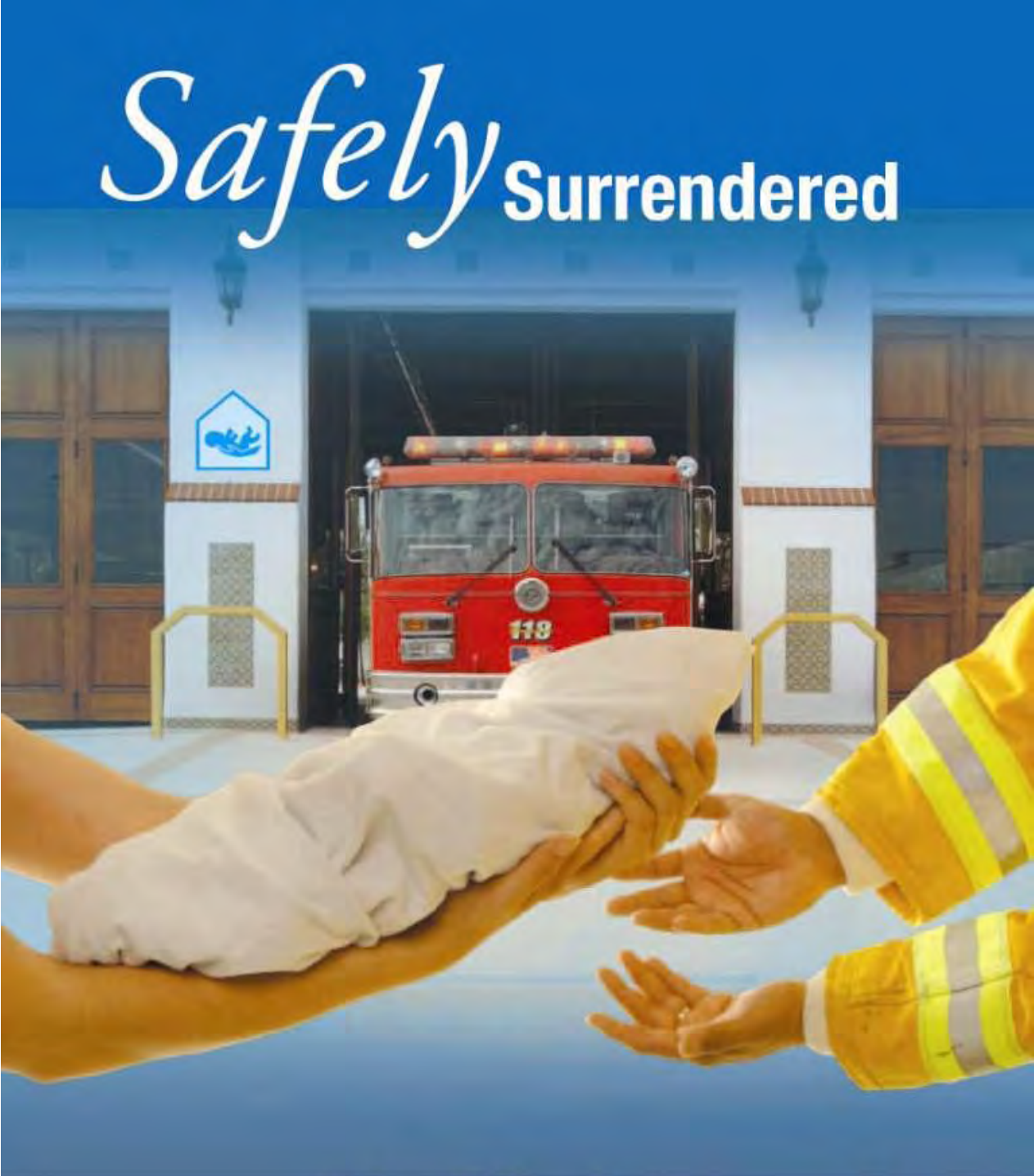
After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2011)
Cat. No. 200998


SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidió con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

USER-PARENT FEE SCHEDULE
K-STEP MONTESSORI, INC.

A. EL MONTE-ANNEX AND EL MONTE-TELSTAR CHILD CARE CENTERS

The fees listed below have been mutually agreed to by Contractor and County as the User Parent Fee.

The User-Parent fees may be revised as necessary, upon mutual consent of Contractor and County. In order to effectuate a change in Parent User Fee, Contractor shall submit a written request to County at least 90 days prior to the proposed fee increase, not to exceed 3% increase per fiscal year. County's written approval is needed 45 days prior to any increases taking effect.

The user-parent is responsible for total payment of fees. County bears no responsibility or liability for the payment of these fees.

Category

Infants	\$660.00
Early Preschoolers	\$610.00
Preschoolers	\$515.00
School Age	\$390.00 (Telstar Only)
LAUP	\$380.00 (four-year old)

Note:

- There is a \$100 one-time non-refundable registration fee for each enrolled child.
- Tuition is paid on a monthly basis due on the first of each month.
- All payments not received by the 5th of the month are considered late.
- There is a \$15 late fee for payments received after the 5th of each month.
- There is a \$30 fee for all returned checks.
- After three (3) returned checks, all payments must be made by Money Order, Cashier's Check, or cash.
- There is a \$75 annual book fee for school-age children (Telstar only).
- Meals and snacks are included.
- There is a 10% discount on the second child enrolled and 15% discount on the third child enrolled.
- Tuition is not subject to adjustment because of illness, vacation or absence from school.
- There is a \$55 fee for the in-house summer program during July and August (Voluntary).

K-Step Montessori, Inc., reserves the right to discharge any student, with prior notice to the parent, if it is determined at the sole discretion of the administrator to be in the best interest of the students at the school.

USER-PARENT FEE SCHEDULE
K-STEP MONTESSORI, INC.

B. CROSSROADS CHILD CARE CENTERS

The fees listed below have been mutually agreed to by Contractor and County as the User Parent Fee.

The User-Parent fees may be revised as necessary, upon mutual consent of Contractor and County. In order to effectuate a change in Parent User Fee, Contractor shall submit a written request to County at least 90 days prior to the proposed fee increase, not to exceed 3% increase per fiscal year. County's written approval is needed 45 days prior to any increases taking effect.

The user-parent is responsible for total payment of fees. County bears no responsibility or liability for the payment of these fees.


Category

Infants	\$680.00
Early Preschoolers	\$560.00
Preschoolers	\$515.00
Kindergarten	\$515.00
LAUP	\$300.00 (four-year old)

Note:

- There is a \$100 one-time non-refundable registration fee for each enrolled child.
- Tuition is paid on a monthly basis due on the first of each month.
- All payments not received by the 5th of the month are considered late.
- There is a \$15.00 late fee for payments received after the 5th of each month.
- There is a \$30.00 fee for all returned checks.
- After three (3) returned checks, all payments must be made by Money Order, Cashier's Check, or cash.
- Meals and snacks are included.
- There is a 10% discount on the second child enrolled and 15% discount on the third child enrolled.
- Tuition is not subject to adjustment because of illness, vacation or absence from school.
- There is a \$55 fee for the in-house summer program during July and August (Voluntary).

K-Step Montessori, Inc., reserves the right to discharge any student, with prior notice to the parent, if it is determined at the sole discretion of the administrator to be in the best interest of the students at the school.



State of California
Department of Social Services

Facility Number: 198009834
 Effective Date: 10/23/2003 Total Capacity: 10

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

this License to
ZAFIRA FIRDOSY
 to operate and maintain a
INFANT CENTER

Name of Facility
ANNEX MONTESSORI CHILDCARE CENTER
 3400 AEROJET
 EL MONTE, CA 91731

This License is not transferable and is granted solely upon the following:

LICENSED TO PROVIDE CARE FOR (10) INFANTS, AGES: 6 WEEKS UP TO 2 YEARS OF AGES.

Client Groups Served:
INFANT

Complaints regarding services provided in this facility should be directed to:
 CCLD Regional Office (323) 981-3350


Jeffrey Hiratsuka
 Deputy Director,
 Community Care Licensing Division

E. Ann Dutholtz
 Authorized Representative of Licensing Agency

LIC203A (03/07) FAS
Print Date 08/13/2012

POST IN A PROMINENT PLACE

CU-TA018b



State of California
Department of Social Services

Facility Number: 198009833

Effective Date: 10/23/2003 Total Capacity: 37

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

this License to
ZAFIRA FIRDOSY
to operate and maintain a
DAY CARE CENTER

Name of Facility
ANNEX MONTESSORI CHILDCARE CENTER
3400 AEROJET
EL MONTE, CA 91731

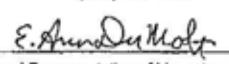
This License is not transferable and is granted solely upon the following:

LICENSED TO PROVIDE CARE FOR (37) PRESCHOOL CHILDREN, AGES 2 UNTIL ENTRY INTO FIRST GRADE.

Client Groups Served:
CHILDREN

Complaints regarding services provided in this facility should be directed to:
CCLD Regional Office (323) 961-3350

Jeffrey Hiratsuka
Deputy Director,
Community Care Licensing Division


Authorized Representative of Licensing Agency

LIC200A (0907) FAS
Print Date 05/15/2012

POST IN A PROMINENT PLACE

CU-TAG159



State of California

Department of Social Services

Facility Number: 198011043

Effective Date: 01/21/2005

Total Capacity: 15

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

this License to

K-STEP MONTESSORI INC.,

to operate and maintain a

INFANT CENTER

Name of Facility

**TELSTAR MONTESSORI CHILD CARE
CENTER**

**9320 TELSTAR AVENUE
EL MONTE, CA 91731**

This License is not transferable and is granted solely upon the following:

LICENSEE SERVES INFANTS AGES 0 TO 2 YEARS OF AGE.

Client Groups Served:

INFANT

Complaints regarding services provided in this facility should be directed to:

CCLD Regional Office

(323) 981-3350


Jeffrey Hiratsuka
Deputy Director,
Community Care Licensing Division


Authorized Representative of Licensing Agency

UC203A (03/07) FAS
Print Date 05/02/2012

POST IN A PROMINENT PLACE

CU-TA0150



State of California

Department of Social Services

Facility Number: 198011041

Effective Date: 01/21/2005 Total Capacity: 62

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

this License to

K-STEP MONTESSORI INC.

to operate and maintain a

DAY CARE CENTER

Name of Facility

TELSTAR MONTESSORI CHILD CARE
CENTER
9320 TELSTAR AVENUE
EL MONTE, CA 91731

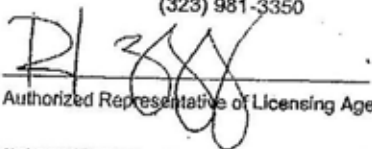
This License is not transferable and is granted solely upon the following:

LICENSEE SERVES PRESCHOOL CHILDREN AGES 2 YEARS UNTIL ENTRY INTO KINDERGARTEN.

Client Groups Served:
CHILDREN

Complaints regarding services provided in this facility should be directed to:
CCLD Regional Office (323) 981-3350

Jeffrey Hiratsuka
Deputy Director,
Community Care Licensing Division


Authorized Representative of Licensing Agency

IC203A (03/07) FAS
Print Date 05/02/2012

POST IN A PROMINENT PLACE

CU-TAQ186



State of California
Department of Social Services

Facility Number: 198011042
Effective Date: 01/21/05 Total Capacity: 20

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

this License to

K-STEP MONTESSORI INC.

to operate and maintain a SCHOOL-AGE DC CENTER

Name of Facility

TELSTAR MONTESSORI CHILD CARE CENTER
9320 TELSTAR AVENUE
EL MONTE CA 91731

This License is not transferable and is granted solely upon the following:

LICENSEE SERVES SCHOOL AGE CHILDREN AGES KINDERGARTEN AND ABOVE.

Client Groups Served: CHILDREN

Complaints regarding services provided in this facility should be directed to:

L.A. DAY CARE-EAST DISTRICT OFFICE (323) 981-3350

Jo Frederick

Deputy Director,
Community Care Licensing Division

Robert J. Smith
Authorized Representative
of Licensing Agency

POST IN A PROMINENT PLACE

LIC 203A (1/04)

CU-PAC18



State of California
Department of Social Services

Facility Number: 198013131

Effective Date: 03/01/2007

Total Capacity: 12

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

this License to

K-STEP MONTESSORI, INC.

to operate and maintain a

INFANT CENTER

Name of Facility

CROSSROAD MONTESSORI CHILD CARE
 CENTER

12900 CROSSROAD PARKWAY SOUTH
 CITY OF INDUSTRY, CA 91748

This License is not transferable and is granted solely upon the following:

INFANTS BIRTH TO TWO YEARS OLD.

Client Groups Served:

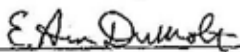
INFANT

Complaints regarding services provided in this facility should be directed to:

CCLD Regional Office

(323) 981-3350

Jeffrey Hiratsuka
 Deputy Director,
 Community Care Licensing Division


 Authorized Representative of Licensing Agency

POST IN A PROMINENT PLACE

LIC203A (03/07) FAS
 Print Date 11/03/2011

CU-TAO15b



State of California

Department of Social Services

Facility Number: 198013130

Effective Date: 03/01/2007

Total Capacity: 57

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

this License to

K-STEP MONTESSORI, INC.

to operate and maintain a

DAY CARE CENTER

Name of Facility

CROSSROAD MONTESSORI CHILD CARE
CENTER

12900 CROSSROAD PARKWAY SOUTH
CITY OF INDUSTRY, CA 91746

This License is not transferable and is granted solely upon the following:

LICENSED TO SERVE AMBULATORY CHILDREN AGES 2 UNTIL ENTRY INTO FIRST
GRADE. LAUP.WAIVER ON PLAY YARD.

Client Groups Served:

CHILDREN

Complaints regarding services provided in this facility should be directed to:

CCLD Regional Office

(323) 981-3350

Jeffrey Hiratsuka
Deputy Director,
Community Care Licensing Division

E. Ann Dutholtz
Authorized Representative of Licensing Agency

LIC203A (03/07) FAS
Print Date 02/07/2012

POST IN A PROMINENT PLACE

CU-TA016b

SPACE COST WORKSHEET

_____ MONTESSORI CHILD CARE CENTER

Monthly Facility Cost	Security Cost	Total Monthly Facility Cost	Total Parking Spaces	Cost for Parking Spaces	Adjusted Building Monthly Cost	Building Square Footage	Adjusted Cost Per Square Foot	¹ Monthly Space Cost Per Child
A	B	C = (A+B)	D	E = (DX50)	F = C-E	G	H = F/G	I = (HX35)

- **Monthly Space Cost Per Full-time Community Child:**
- **Monthly Space Cost Per Part-time Community Child:** Hourly Space Cost (\$) x Total Number of Hours of Services Received in the Month
- **²Monthly Space Cost Per Pro-rated Full-time Community Child:** Daily Space Cost (\$) x Total Number of Days of Services Received in the Month
- **³Monthly Space Cost Per Pro-rated Part-time Community Child:** Hourly Space Cost (\$) x Total Number of Hours of Services Received in the Month

Note: ¹ Monthly Space Cost per Child: Multiply the Adjusted Cost per Square Foot by the Required Square Footage of Clear Activity Space per Child (35 sq. feet).

² If a community child, who wants to receive full-time care, starts at the Center on a date other than the first business day of the month or a community child who receives full-time care and leaves the Center before the last business day of the month, the Contractor shall pay the appropriate pro-rated space cost for a full-time community child for that service month.

³ If a community child, who wants to receive part-time care, starts at the Center on a date other than the first business day of the month or a community child who receives part-time care and leaves the Center before the last business day of the month, the Contractor shall pay the appropriate pro-rated space cost for a part-time community child for that service month.

SPACE COST WORKSHEET

CROSSROADS MONTESSORI CHILD CARE CENTER
As of 06/30/12

Monthly Facility Cost	Security Cost	Total Monthly Facility Cost	Total Parking Spaces	Cost for Parking Spaces	Adjusted Building Monthly Cost	Building Square Footage	Adjusted Cost Per Square Foot	¹ Monthly Space Cost Per Child
A	B	C = (A+B)	D	E = (DX50)	F = C-E	G	H = F/G	I = (HX35)
\$50,209	0	\$50,209	98	\$4,900	\$45,309	25,358	\$1.79	\$62.65

- **Monthly Space Cost Per Full-time Community Child:** \$62.65
- **Monthly Space Cost Per Part-time Community Child:** Hourly Space Cost (\$.33) x Total Number of Hours of Services Received in the Month
- **Monthly Space Cost Per Pro-rated Full-time Community Child:** Daily Space Cost (\$2.89) x Total Number of Days of Services Received in the Month
- **Monthly Space Cost Per Pro-rated Part-time Community Child:** Hourly Space Cost (\$.33) x Total Number of Hours of Services Received in the Month

Note: ¹ Monthly Space Cost per Child: Multiply the Adjusted Cost per Square Foot by the Required Square Footage of Clear Activity Space per Child (35 sq. feet).

² If a community child, who wants to receive full-time care, starts at the Center on a date other than the first business day of the month or a community child who receives full-time care and leaves the Center before the last business day of the month, the Contractor shall pay the appropriate pro-rated space cost for a full-time community child for that service month.

³ If a community child, who wants to receive part-time care, starts at the Center on a date other than the first business day of the month or a community child who receives part-time care and leaves the Center before the last business day of the month, the Contractor shall pay the appropriate pro-rated space cost for a part-time community child for that service month.

SPACE COST WORKSHEET

TELSTAR MONTESSORI CHILD CARE CENTER

As of 06/30/12

Monthly Facility Cost	Security Cost	Total Monthly Facility Cost	Total Parking Spaces	Cost for Parking Spaces	Adjusted Building Monthly Cost	Building Square Footage	Adjusted Cost Per Square Foot	¹ Monthly Space Cost Per Child
A	B	C = (A+B)	D	E = (DX50)	F = C-E	G	H = F/G	I = (HX35)
\$122,907	0	\$122,907	211	\$10,550	\$112,357	69,049	\$1.63	\$57.05

- **Monthly Space Cost Per Full-time Community Child:** \$57.05
- **Monthly Space Cost Per Part-time Community Child:** Hourly Space Cost (\$.30) x Total Number of Hours of Services Received in the Month
- **²Monthly Space Cost Per Pro-rated Full-time Community Child:** Daily Space Cost (\$2.64) x Total Number of Days of Services Received in the Month
- **³Monthly Space Cost Per Pro-rated Part-time Community Child:** Hourly Space Cost (\$.30) x Total Number of Hours of Services Received in the Month

Note: ¹ Monthly Space Cost per Child: Multiply the Adjusted Cost per Square Foot by the Required Square Footage of Clear Activity Space per Child (35 sq. feet).

² If a community child, who wants to receive full-time care, starts at the Center on a date other than the first business day of the month or a community child who receives full-time care and leaves the Center before the last business day of the month, the Contractor shall pay the appropriate pro-rated space cost for a full-time community child for that service month.

³ If a community child, who wants to receive part-time care, starts at the Center on a date other than the first business day of the month or a community child who receives part-time care and leaves the Center before the last business day of the month, the Contractor shall pay the appropriate pro-rated space cost for a part-time community child for that service month.

SPACE COST WORKSHEET

ANNEX MONTESSORI CHILD CARE CENTER As of 06/30/12

Monthly Facility Cost	Security Cost	Total Monthly Facility Cost	Total Parking Spaces	Cost for Parking Spaces	Adjusted Building Monthly Cost	Building Square Footage	Adjusted Cost Per Square Foot	¹ Monthly Space Cost Per Child
A	B	C = (A+B)	D	E = (DX50)	F = C-E	G	H = F/G	I = (HX35)
\$269,674	0	\$269,674	346	\$17,300	\$252,374	82,722	\$3.05	\$106.75

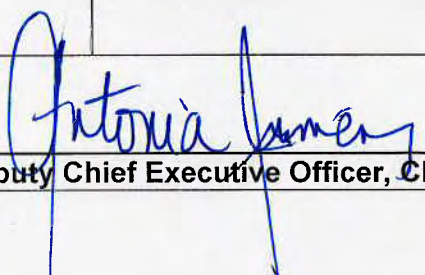
- **Monthly Space Cost Per Full-time Community Child:** \$106.75
- **Monthly Space Cost Per Part-time Community Child:** Hourly Space Cost (\$.55) x Total Number of Hours of Services Received in the Month
- **²Monthly Space Cost Per Pro-rated Full-time Community Child:** Daily Space Cost (\$4.93) x Total Number of Days of Services Received in the Month
- **³Monthly Space Cost Per Pro-rated Part-time Community Child:** Hourly Space Cost (\$.55) x Total Number of Hours of Services Received in the Month

Note: ¹ Monthly Space Cost per Child: Multiply the Adjusted Cost per Square Foot by the Required Square Footage of Clear Activity Space per Child (35 sq. feet).

² If a community child, who wants to receive full-time care, starts at the Center on a date other than the first business day of the month or a community child who receives full-time care and leaves the Center before the last business day of the month, the Contractor shall pay the appropriate pro-rated space cost for a full-time community child for that service month.

³ If a community child, who wants to receive part-time care, starts at the Center on a date other than the first business day of the month or a community child who receives part-time care and leaves the Center before the last business day of the month, the Contractor shall pay the appropriate pro-rated space cost for a part-time community child for that service month.

**SOLE SOURCE CHECKLIST
CHILD CARE CENTER OPERATOR SERVICES**

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	▶ Only one bona fide source for the service exists; performance and price competition are not available.
	▶ Quick action is required (emergency situation).
	▶ Proposals have been solicited but no satisfactory proposals were received.
	▶ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	▶ Maintenance service agreements exist on equipment that must be serviced by the authorized manufacturer's service representatives.
	▶ It is most cost-effective to obtain services by exercising an Option under an existing contract.
✓	<p>▶ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</p> <p>Two unique circumstances warrant that these contracts be sole source: 1) the operator receives Los Angeles Universal Preschool (LAUP) funding at all three Child Care Centers; and 2) the two El Monte Child Care Centers are accredited by the National Association for the Education of Young Children (NAEYC). NAEYC is the largest nonprofit professional association in the United States, representing early childhood education and dedicated to improving the well-being of all young children. Both the funding and accreditation are linked to both the operator and the Center.</p> <p>If another operator were to assume responsibility for the Centers, the new operator would independently have to apply for LAUP funding with no guarantees that funding would be available. Currently four-year old children at all three Centers are eligible under LAUP, and parents who require extended child care services beyond the LAUP timeframe receive those services at a reduced rate. NAEYC sets and monitors standards for high-quality programs and accredits programs meeting these standards. These processes could take 18 to 24 months to achieve, provided that the operator has satisfied all NAEYC requirements. Given the uniqueness of these specifications, it would be difficult for a new operator to achieve these funding and accreditations within the reasonable timeframes.</p>
	▶ Other reason. Please explain:
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">  Deputy Chief Executive Officer, CEO </div> <div style="width: 30%; text-align: center;"> <u>8/29/12</u> Date </div> </div>	